

# **EXHIBIT B**

**A GIFT AGREEMENT BETWEEN  
NEURODEGENERATIVE DISEASE RESEARCH INC.  
AND NORTHWESTERN UNIVERSITY**

Northwestern University ("Northwestern") gratefully acknowledges the generosity of Neurodegenerative Disease Research Inc. (the "Donor") in executing this gift agreement to support Northwestern (the "Gift Agreement"). This Gift Agreement represents the final understanding between the Donor and Northwestern, and supersedes any prior understandings, including a letter dated June 17, 2021 from the Donor.

1. **Gifts and Schedule.** The Donor intends to give \$12,500,000 in cash (the "Gifts") to Northwestern according to the following schedule:

<u>Gift Amount:</u>	<u>By No Later Than:</u>
\$1,250,000	July 31, 2021
\$1,250,000	January 31, 2022
\$1,250,000	July 31, 2022
\$1,250,000	January 31, 2023
\$1,250,000	July 31, 2023
\$1,250,000	January 31, 2024
\$1,250,000	July 31, 2024
\$1,250,000	January 31, 2025
\$1,250,000	July 31, 2025
\$1,250,000	January 31, 2026

2. **Designation of the Gifts.** The Gifts shall be added to the **Neurodegenerative Disease Research/Siddique Lab ALS Discovery Fund** (the "Fund"). The Fund is administered by Northwestern's Feinberg School of Medicine ("Feinberg"), by the Les Turner Foundation/Herbert C. Wenske Foundation Professor, which position is currently held by Dr. Teepu Siddique. The Fund shall be administered in accordance with applicable Northwestern policies and practices, including those on investment, spending, and budgeting, which may change from time to time. The Fund shall be used to study amyotrophic lateral sclerosis (ALS) in the laboratory of Dr. Teepu Siddique and under his direction.
3. **Compliance.** The Donor and Northwestern agree to comply with all applicable laws and regulations in making, accepting, and administering the Gifts. In particular:
- As required by IRS regulations for charitable gifts, the Donor shall not receive any personal benefit in exchange for facilitating the Gifts, nor shall the Donor have any control of the Gifts once received by Northwestern.

**WE WILL.**  
The Campaign for Northwestern



- Northwestern shall comply with Section 117 of the Higher Education Act, which specifies a reporting requirement for gifts from foreign sources, including gifts from agents of foreign sources. The Donor confirms it is not funded by foreign sources within the meaning of the Higher Education Act.
4. **Recognition.** The Donor may be acknowledged in applicable Northwestern recognition societies and honor rolls, which may be in print or digital format.
  5. **Stewardship.** Stewardship shall be in accordance with standard practices, as they may change from time to time. Under current practices, Feinberg shall prepare an annual report about the use of the Fund for the Donor, until the Gifts are fully expended.
  6. **Planning for the Future.** If changed circumstances make it impossible, impractical, or inadvisable for Northwestern to implement the purpose of the Fund as originally envisioned, that is to honor the intent of the Gifts, the Donor will be advised by Northwestern and the pledge payments will cease. Any changes or modifications due to changed circumstances agreed to by the Donor will be attached to this Gift Agreement. If the changes or modifications are not agreeable to the Donor, Northwestern will be notified in writing and future pledge payments will cease. (As required by IRS regulations for charitable gifts, Northwestern will retain any already-received gifts.)

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This Gift Agreement is dated this 12 day of July, 2021.

**NEURODEGENERATIVE DISEASE RESEARCH INC.**

By: *Siobhan Ellison*  
Siobhan Ellison, DVM, PhD  
President

**NORTHWESTERN UNIVERSITY**

By: DocuSigned by:  
*EG Neilson*  
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Eric G. Neilson, MD  
Vice President for Medical Affairs and  
Lewis Landsberg Dean of Northwestern  
University Feinberg School of Medicine

By: DocuSigned by:  
*Robert E. McQuinn*  
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Robert E. McQuinn  
Vice President  
Alumni Relations and Development